


INVITATION TO BID STATE OF LOUISIANA DIVISION OF ADMINISTRATION OFFICE OF STATE PURCHASING		BIDS WILL BE PUBLICLY OPENED: <div style="font-size: 1.2em; font-weight: bold;">APR 27, 2006 10:00 AM</div> PURCHASING AGENCY NO. : 107001 SEE NO. 8 BELOW. RETURN BID TO <div style="text-align: right;">10:00 AM</div> <div style="display: flex; justify-content: space-between;"> 2206333 04/27/06 </div> OFFICE OF STATE PURCHASING OFFICE OF STATE PURCHASING POST OFFICE BOX 94095 BATON ROUGE, LA 70804-9095 BUYER : LINDA SWAGGERTY BUYER PHONE : (225) 342-9752 DATE ISSUED : 04/05/06 REQ. AGENCY : 107001 FOLD HERE--> <div style="text-align: center;">OFFICE OF STATE PURCHASING</div> AGENCY REQ. NO. : ISIS REQ. NO. : 1287065 VENDOR PHONE : FISCAL YEAR : 06 CLASS/SUBCLASS : 45006 SCHEDULED BEGIN DATE : 05/11/06 SCHEDULED END DATE : 05/10/07 T-NUMBER : 92431
<div style="border: 1px solid black; padding: 5px;"> =====> VENDOR NO. : SOLICITATION : 2206333 FILE NO. : OPENING DATE : 04/27/06 <div style="border: 1px solid black; height: 80px; margin-top: 10px;"> <div style="position: absolute; top: 5px; left: 5px;"> =====> VENDOR NAME AND ADDRESS </div> </div> </div>		
FILL IN VENDOR NUMBER (FEIN), NAME AND ADDRESS ABOVE, BEFORE SUBMITTING BID.		

ALKALINE & LITHIUM BATTERIES
STATEWIDE CONTRACT

TO BE COMPLETED BY VENDOR

1. _____ PLEASE REMOVE FROM THIS COMMODITY CODE.
2. _____ DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER.
3. _____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.
4. _____ BID BOND ATTACHED, _____ CERTIFIED CHECK ATTACHED, _____ OTHER, IF REQUIRED.
5. _____ BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).

INSTRUCTIONS TO BIDDERS

1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-->
4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.
5. AMOUNT OF BID BOND REQUIRED: _____ N/A _____.
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. _____ OR _____ 0% _____ OF BID.
7. DESIRED DELIVERY: _____ 030DAYS ARO _____
8. TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SPECIAL ENVELOPE IF FURNISHED FOR THAT PURPOSE.
9. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.
10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

VENDOR PHONE NUMBER: FAX NUMBER:	TITLE	DATE
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3. (MUST BE SIGNED)		NAME OF BIDDER (TYPED OR PRINTED)

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:	PAGE 2
<p>11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.</p> <p>12. CONFERENCE: NA NA NA</p> <p>13. BID FORMS. ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:</p> <ul style="list-style-type: none">A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;B. BID FILLED OUT IN PENCIL; ANDC. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS. <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED. TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT BID.</p> <p>14. STANDARDS OF QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>15. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>16. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>17. AWARDS. THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>18. PRICES . UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>19. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>20. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p>			

STANDARD TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:	PAGE 3
<p>21. NEW PRODUCTS.</p> <p>UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>22. CONTRACT RENEWALS.</p> <p>UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.</p> <p>23. CONTRACT CANCELLATION.</p> <p>THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.</p> <p>24. DEFAULT OF CONTRACTOR.</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>25. ORDER OF PRIORITY.</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>26. APPLICABLE LAW.</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>27. COMPLIANCE WITH CIVIL RIGHTS LAWS.</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p> <p>28. SPECIAL ACCOMMODATION.</p> <p>ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.</p> <p>29. INDEMNITY.</p> <p>CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.</p> <p>30. SIGNATURE AUTHORITY.</p> <p>IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:</p> <ol style="list-style-type: none"> 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY. 			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 T-NUMBER : 92431		BIDDER:	PAGE 4
<p>1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:</p> <p>BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.</p> <p>BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT: OFFICE OF STATE PURCHASING P O BOX 94095 BATON ROUGE LA 70804-9095</p> <p>BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:</p> <p>OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.</p> <p>BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.</p> <p>***** PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION. *****</p> <p>**ATTENTION:**</p> <p>RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.</p> <p>2 TERMS AND CONDITIONS. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE COMMODITIES HEREIN. ANY VENDOR CONTRACTS, FORMS, TERMS OR OTHER MATERIALS SUBMITTED WITH BID MAY CAUSE BID TO BE REJECTED.</p> <p>3 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:	PAGE 5
<p>4 <i>SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.</i></p> <p>5 <i>PRICE REDUCTIONS. WHENEVER THERE IS A REDUCTION IN PRICE, WHICH IS LOWER THAN THE CONTRACT PRICE, OFFERED TO SIMILARLY SITUATED CUSTOMERS CONTRACTING FOR THE SAME PERIOD AND UNDER THE SAME TERMS AND CONDITIONS, SAID REDUCTION MUST BE PRESENTED DIRECTLY TO THE DIRECTOR OF STATE PURCHASING. NO PRICE REDUCTION ON A STATEWIDE CONTRACT MAY BE OFFERED TO AN AGENCY UNLESS THAT REDUCTION IS OFFERED TO ALL AGENCIES.</i></p> <p>6 <i>DELIVERIES. CONTRACTORS WILL MAINTAIN AN ADEQUATE SUPPLY OF ALL ITEMS IN ORDER TO MEET SPECIFIED DELIVERY.</i></p> <p>7 <i>INVOICES. INVOICES WILL BE SUBMITTED BY THE CONTRACTOR TO THE USING AGENCY AND THE INVOICE SHALL REFER TO THE DELIVERY TICKET NUMBER, DELIVERY DATE, PURCHASE/RELEASE ORDER NUMBER. QUANTITY, UNIT PRICE, AND DELIVERY POINT. A SEPARATE INVOICE FOR EACH ORDER DELIVERED AND ACCEPTED SHALL BE SUBMITTED BY THE CONTRACTOR IN DUPLICATE DIRECTLY TO THE ACCOUNTING DEPARTMENT OF THE USING AGENCY. INVOICES SHALL SHOW THE AMOUNT OF ANY CASH DISCOUNT AND SHALL BE SUBMITTED ON THE CONTRACTOR'S OWN INVOICE FORM.</i></p> <p>8 <i>PAYMENT. PAYMENT WILL BE MADE ON THE BASIS OF UNIT PRICE AS LISTED IN THIS CONTRACT; SUCH PRICE AND PAYMENT WILL CONSTITUTE FULL COMPENSATION OF FURNISHING AND DELIVERING THE CONTRACT COMMODITIES. IN NO CASE WILL THE STATE AGENCY REFUSE TO MAKE PARTIAL PAYMENTS TO THE CONTRACTOR ALTHOUGH ALL ITEMS HAVE NOT BEEN DELIVERED. THIS PAYMENT IN NO WAY RELIEVES THE CONTRACTOR OF HIS RESPONSIBILITY TO EFFECT SHIPMENT OF THE BALANCE OF THE ORDER. PAYMENT WILL BE TO VENDOR AND ADDRESS AS SHOWN ON ORDER.</i></p> <p>9 <i>VENDOR LIST. THE BIDDER WHO SIGNS THE BID WILL BE DESIGNATED AS PRIME CONTRACTOR ON ANY CONTRACT RESULTING FROM THIS SOLICITATION. IF ADDITIONAL DISTRIBUTOR VENDORS ARE AUTHORIZED TO RECEIVE ORDERS FOR ITEMS CONTAINED IN SAID CONTRACT, THE BIDDER MUST SUBMIT WITH THE BID, A LIST OF THOSE ADDITIONAL AUTHORIZED DISTRIBUTORS INCLUDING THE COMPLETE BUSINESS ADDRESS. THE PRIME CONTRACTOR WILL BE RESPONSIBLE FOR THE ACTIONS OF ANY DISTRIBUTOR VENDORS LISTED.</i></p> <p>10 <i>COMPLIANCE WITH CIVIL RIGHTS LAWS. BY SUBMITTING AND SIGNING THIS SOLICITATION, THE BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, THE FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VIETNAM ERA VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN</i></p>			

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431	BIDDER:	PAGE 6

ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

11 PREFERENCE. IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____

SPECIFY LINE NUMBER (S) : _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED: _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORKFORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA BUSINESS WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?

YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES. PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

12 COOPERATIVE PURCHASE. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI STATE AGENCIES MAY BE PERMITTED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING. THE BIDDER MAY, AT ITS OPTION, AMEND THIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO POLITICAL SUBDIVISIONS OR QUASI AGENCIES.

BIDDER HEREBY AMENDS HIS BID SO THAT ANY CONTRACT AWARDED WILL NOT APPLY TO QUASI STATE AGENCIES OR OTHER POLITICAL _____ SUBDIVISIONS OF THE STATE.

FAILURE TO MARK THE ABOVE WILL CONSTITUTE A WAIVER BY BIDDER OF THE ABOVE OPTION.

13 CONTRACT REVISIONS. REQUESTS FOR REVISIONS TO THIS CONTRACT MUST BE ADDRESSED TO THE DIRECTOR OF STATE PURCHASING AND SHALL REFER THE CONTRACT ITEM NUMBER WITH JUSTIFICATION OF THE REQUEST. DISTRIBUTOR VENDOR CHANGES, PRICE REDUCTIONS AND JUSTIFIABLE ITEM DELETIONS MAY BE CONSIDERED DURING THE CONTRACT PERIOD. NEW ITEM ADDITIONS WILL BE CONSIDERED ONLY ON THE ANNIVERSARY DATE OF THE CONTRACT. EXCEPTIONS

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:	PAGE 7
<p>TO THIS WILL BE ALLOWED ONLY WHEN STATE PURCHASING HAS DETERMINED ADDITIONS WILL BE OF SUBSTANTIAL BENEFIT TO THE STATE AND WILL JUSTIFY THE TIME, EFFORT AND COST REQUIRED TO MAKE SUCH ADDITIONS.</p> <p>CONTRACTOR MUST IMMEDIATELY NOTIFY THE OFFICE OF STATE PURCHASING WHEN ANY DEALER ON THIS CONTRACT IS TERMINATED, RELOCATED OR ADDED. ALL ORDERS PLACED WITH DEALERS PRIOR TO RECEIPT OF SUCH NOTIFICATION BY THE OFFICE OF STATE PURCHASING MUST BE HONORED. REVISIONS WILL BECOME EFFECTIVE ONLY UPON APPROVAL BY THE DIRECTOR OF STATE PURCHASING OR DESIGNEE. BIDDER SHOULD INCLUDE WITH BID A LIST OF ALL PERSONS, IN ADDITION TO THE SIGNER OF THIS BID, WHO ARE AUTHORIZED TO REQUEST REVISIONS TO THIS CONTRACT.</p> <p>14 CONTRACTUAL PERIOD. THE STATE OF LOUISIANA INTENDS TO AWARD ALL ITEMS FOR AN INITIAL PERIOD, NOT TO EXCEED 12 MONTHS. DELAYS IN AWARDED, BEYOND THE ANTICIPATED STARTING DATE, MAY RESULT IN A CHANGE IN THE CONTRACT PERIOD. IF THE SITUATION OCCURS, AN AWARD MAY BE MADE FOR LESS THAN 12 MONTHS.</p> <p>15 QUANTITIES. THIS IS AN OPEN-ENDED REQUIREMENTS CONTRACT. QUANTITIES SHOWN ARE BASED ON THE PREVIOUS CONTRACT USAGE OR ESTIMATES. WHERE USAGE IS NOT AVAILABLE, A QUANTITY OF 1 INDICATES A LACK OF HISTORY ON THIS ITEM. THE SUCCESSFUL BIDDER MUST SUPPLY AT BID PRICES ACTUAL REQUIREMENTS AS ORDERED WHETHER THE TOTAL OF SUCH REQUIREMENTS ARE MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>16 ORDERS. ALL STATE AGENCIES ARE TO ISSUE CONTRACT RELEASE ORDERS FOR THE ITEMS REQUIRED, AS AND WHEN NEEDED. POLITICAL SUBDIVISIONS OF THE STATE AND QUASI AGENCIES WHO HAVE BEEN AUTHORIZED TO PURCHASE FROM CONTRACTS MADE BY THE OFFICE OF STATE PURCHASING, ARE TO ISSUE THEIR REGULAR PURCHASE ORDERS DIRECTLY TO THE SUPPLIER, MAKING REFERENCE TO THE CONTRACT AND ITEM NUMBER.</p> <p>17 CANCELLATION THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.</p> <p>18 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.</p> <p>A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT WWW.EPLS.GOV</p> <p>19 CONTRACT PERFORMANCE EVALUATION IN AN EFFORT TO IMPROVE OUR CONTRACTS TO MEET THE NEEDS OF THE AGENCIES WE SERVE, THE CONTRACTOR'S PERFORMANCE WILL BE MONITORED. AGENCIES' FEEDBACK WILL BE REQUESTED REGARDING CUSTOMER SERVICE, DELIVERY, PRODUCT QUALITY, BILLING, OVERALL EFFECTIVENESS OF THE CONTRACT, AND ANY NEEDED CHANGES. THEIR RESPONSES WILL BE CONSIDERED IN DETERMINING OUR OPTIONS FOR RENEWALS OR REVISIONS AND REBIDDING.</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:	PAGE 8
<p>TO VIEW THE CONTENT OF THE CONTRACT PERFORMANCE EVALUATION FORM, GO TO WWW.STATE.LA.US/OSP/ONLINEFORMS/FORMLISTING.HTM OR CALL FOR A COPY.</p> <p>AGENCY REPORTS OF DEFICIENT PERFORMANCE WILL BE APPROPRIATELY ADDRESSED DURING THE CONTRACT PERIOD.</p> <p>20 PRICES MAY NOT EXCEED THE CURRENT NATIONAL ADVERTISED AND AVAILABLE GENERAL SERVICES ADMINISTRATION (GSA) PRICE LIST IF ONE EXIST.</p> <p>21 NON-EXCLUSIVITY CLAUSE:</p> <p>THIS AGREEMENT IS NON-EXCLUSIVE AND SHALL NOT IN ANY WAY PRECLUDE STATE AGENCIES FROM ENTERING INTO SIMILAR AGREEMENTS AND/OR ARRANGEMENTS WITH OTHER VENDORS OR FROM ACQUIRING SIMILAR, EQUAL, OR LIKE GOODS AND/OR SERVICES FROM OTHER ENTITIES OR SOURCES.</p> <p>22 IF BIDDING OTHER THAN SPECIFIED, SUFFICIENT INFORMATION SHOULD BE ENCLOSED WITH THE BID IN ORDER TO DETERMINE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS.</p> <p>FAILURE TO COMPLY WITH THIS REQUEST MAY ELIMINATE YOUR BID FROM CONSIDERATION.</p> <p>23 SAMPLE(S) MAY BE REQUIRED. WHEN REQUESTED, SAMPLES MUST BE FURNISHED AT VENDOR'S EXPENSE, AND RECEIVED NOT LATER THAN 10 DAYS AFTER REQUEST. PACKAGES SHOULD BE CLEARLY LABELED WITH THE FILE NUMBER. EACH INDIVIDUAL SAMPLE WITHIN THE PACKAGE MUST BE CLEARLY LABELED WITH BIDDER'S NAME, MANUFACTURER'S BRAND NAME AND NUMBER, FILE NUMBER AND ITEM REFERENCE. SUBMIT ONLY ONE BID PROPOSAL'S SAMPLES PER BOX. SAMPLES OF SUCCESSFUL BIDDER WILL BE RETAINED AT THE PURCHASING OFFICE OR THE USING AGENCY FOR THE PURPOSE OF RECEIVING MERCHANDISE. ANY PART OF MERCHANDISE RECEIVED THAT DOES NOT MEET THE QUALITY STANDARDS AND CONSTRUCTION OF THE SAMPLE WILL BE REJECTED AND RETURNED AT VENDOR'S EXPENSE.</p> <p>ANY OTHER SAMPLES RECEIVED, IF NOT DESTROYED IN TESTING, MAY BE RETURNED AT THE BIDDER'S EXPENSE. REQUEST FOR RETURN, SHIPPING AUTHORIZATION, AND SUFFICIENT RETURN POSTAGE MUST BE RECEIVED NO LATER THAN 10 DAYS AFTER RECEIPT OF SAMPLES, OR COMMODITIES SHALL BE DISPOSED OF BY THE STATE OF LOUISIANA.</p> <p>24 PRICES ARE TO BE BID IN THE UNIT OF MEASURE REQUESTED (PER ROLL, PER REEL, PER CARTON, PER GALLON, ETC.).</p> <p>25 MINIMUM ORDER IS FIFTY DOLLARS (\$50.00).</p> <p>26 PACKAGING: UNLESS OTHERWISE SPECIFIED, THE COMMODITIES SHALL BE PACKED IN SUBSTANTIAL COMMERCIAL CONTAINERS OF THE TYPE, SIZE AND KIND COMMONLY USED FOR THE PURPOSE, SO CONSTRUCTED AS TO INSURE ACCEPTANCE</p>			

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 T-NUMBER : 92431		BIDDER:	PAGE 9
AND SAFE DELIVERY AS CALLED FOR IN THIS CONTRACT.			
27 SCOPE OF CONTRACT			
SUBMITTAL OF ANY TERMS AND CONDITIONS CONTRARY TO THOSE OF THE STATE OF LOUISIANA MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING BELOW, TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN YOUR BID ARE NULLIFIED, AND CONTRACTOR AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.			
BIDDER SIGNATURE			
28 METHOD OF AWARD: IT IS THE INTENT OF THE STATE OF LOUISIANA TO AWARD THIS CONTRACT ON AN ALL-OR-NONE OR GROUPED BASIS AS DEEMED IN THE BEST INTEREST OF THE STATE. OTHERWISE, ITEMS WILL BE AWARDED SEPARATELY. THE STATE FURTHER RESERVES THE RIGHT TO REJECT INDIVIDUAL ITEMS FROM ANY ALL-OR-NONE OR GROUPED AWARD, TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES.			
29 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR TWO ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED THIRTY-SIX (36) MONTHS.			
30 " THE VENDOR UNDERSTANDS AND AGREES THAT THE SPECIFIED USAGE IS A NON-BINDING ESTIMATE AND THAT THE STATE RESERVES THE RIGHT TO PROCURE IN WHOLE OR IN PART THE SPECIFIED PRODUCTS FROM A GROUP PURCHASING ORGANIZATION UPON THE STATE'S DETERMINATION THAT SUCH ALTERNATIVE PROCUREMENT IS IN THE STATE'S BEST INTEREST."			
31 THIS CONTRACT SHALL BE EFFECTIVE FOR THE PERIOD BEGINNING 05/11/06 OR DATE OF AWARD, WHICHEVER IS LATER, AND ENDING 05/10/07.			
32 SUCCESSFUL VENDOR IS TO KEEP A RECORD OF ALL ORDERS ISSUED AGAINST THIS CONTRACT DURING THE CONTRACT PERIOD. APPROXIMATELY FOUR (4) MONTHS PRIOR TO THE END OF THE CONTRACT PERIOD, THE VENDOR IS TO BE PREPARED TO SUBMIT TO THE OFFICE OF STATE PURCHASING A CONTRACT USAGE REPORT.			
THE USAGE REPORT IS TO INCLUDE THE VENDOR'S NAME, PHONE AND FAX NUMBERS, THE PERSONS WHO COMPILED THE REPORT AND A SUMMARY "BY LINE ITEM" INDICATING QUANTITY PURCHASED.			

SPECIFICATIONS		INVITATION TO BID	
NUMBER : 2206333 OPEN DATE: 04/27/06 T-NUMBER : 92431		BIDDER:	PAGE 10
<div>33</div> <p>SHALL MEET ALL AMERICAN STANDARDS. SHALL BE PACKAGED WITH FACTORY PACKAGING. EACH PACK SHALL STATE "BEST IF USED BY DATE". EXPIRATION DATE SHALL BE NOTED ON EACH PACK OR ON BATTERIES THEMSELVES</p> <p>PACKAGE MARKINGS: PACKAGES SHALL BE MARKED WITH THE BRAND AND NUMBER OF THE PRODUCT AND SUCH OTHER INFORMATION AS SIZES, TYPES, QUANTITY, USE INSTRUCTIONS, ETC. WHICH HELPS THE END USER IN USING THE PRODUCT CORRECTLY.</p> <p>ALL BATTERIES OFFERED HEREIN SHALL MEET OR EXCEED ALL REQUIREMENTS OF THE LATEST REVISIONS OF THE ANSI/NEDA SPECIFICATIONS C18.1M, PART 1-200-1, INCLUDING ANY AMENDMENTS.</p> <p>PRIOR TO AWARD, CONTRACTOR SHALL FURNISH TECHNICAL DATA TO VERIFY THAT THOSE ITEMS BID MEETS OR EXCEEDS ANSI SPECIFICATIONS.</p> <p>THE CONTRACTOR GUARANTEES THAT ALL BATTERIES SHIPPED UNDER THIS CONTRACT WILL BE FROM "FRESH STOCK", WHICH HAS BEEN PROPERLY STORED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. THE "GUARANTEED SHELF LIFE" MUST ALLOW FOR MAXIMUM SERVICE LIFE OF BATTERIES IF PUT INTO USE WITHIN THE TIME INDICATED UNDER EACH ITEM.</p> <p>EMERGENCY PURCHASING IN THE EVENT THAT A DISASTER EMERGENCY IS DECLARED PLEASE PROVIDE INFORMATION BELOW:</p> <p>YOUR NORMAL HOURS OF OPERATION: _____</p> <p>ARE YOU WILLING TO FURNISH SUPPLIES/SERVICES OUTSIDE OF YOUR NORMAL HOURS OF OPERATION? _____</p> <p>IF YES, WILL CONTRACT PRICES APPLY? _____</p> <p>IF NOT, EXPLAIN _____</p> <p>_____</p> <p>IF YOUR FACILITY IS RENDERED INOPERABLE, DO YOU HAVE SOURCES FROM WHICH SUPPLIES/SERVICES CAN STILL BE PROVIDED? _____</p> <p>IF THE ANSWER IS YES, STATE THE LOCATION OF THE FACILITY(IES) FROM WHICH SUPPLIES/SERVICES WILL BE PROVIDED: _____</p> <p>_____</p> <p>EMERGENCY CONTACT INFORMATION: (YOU MAY ATTACH OTHERS IF APPLICABLE)</p> <p>NAME: _____ PHONE #: _____</p> <p>BUSINESS E-MAIL: _____</p> <p>ANY ALTERNATE NUMBERS OR EMAIL ADDRESSES: _____</p> <p>_____</p>			

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 11
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: STATEWIDE DELIVERY				
00001	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 2 PER PK DURACELL PART #MN2400B2 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG		
00002	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 4 PER PK DURACELL PART #MN2400B4 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG		
00003	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 8 PER PK DURACELL PART #MN2400BB OR APPROVED EQUAL	1	PKG		

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 12
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____				
00004	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 12 PER PK DURACELL PART #MN24VR12 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00005	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 16 PER PK DURACELL PART #MN24VR16 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00006	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AAA, ANSI/NEDA NO. 24A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 72 CASE DURACELL PART #PC2400 OR APPROVED EQUAL CASE QUANTITY: _____	1	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 13
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	_____ _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00007	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 2 PER PK DURACELL PART #MN1500B2 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00008	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 4 PER PK DURACELL PART #EMN1500B4 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00009	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 8 PER PK DURACELL PART #MN1500B8 OR APPROVED EQUAL	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 14
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00010	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____ COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 12 PER PK DURACELL PART #MN15VR12 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00011	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 16 PER PK DURACELL PART #MN15VR16 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00012	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE AA, ANSI/NEDA NO. 15A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 96 CASE DURACELL PART #MN1500 OR APPROVED EQUAL	1	CASE	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 15
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	CASE QUANTITY: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00013	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE C, ANSI/NEDA NO. 14A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 2 PER PK DURACELL PART #MN1400B2 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00014	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE C, ANSI/NEDA NO. 14A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 4 PK DURACELL PART #MN1400R4 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00015	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE C, ANSI/NEDA NO. 14A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 8 PER PK	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 16
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	DURACELL PART #MN1400VR8 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00016	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE C, ANSI/NEDA NO. 14A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 12 PER PK DURACELL PART #PC1400 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00017	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE C: ANSI/NEDA NO. 14A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 72 PER CASE DURACELL OR APPROVED EQUAL CASE QUANTITY: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00018	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE D, ANSI/NEDA NO. 13A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 2 PER PK	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 17
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00019	DURACELL PART #MN1300B2 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE D, ANSI/NEDA NO. 13A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 4 PER PK DURACELL PART #MN1300R4 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00020	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE D, ANSI/NEDA NO. 13A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 8 PER PK DURACELL PART #MN1300VR8 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00021	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE D, ANSI/NEDA NO. 13A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY)	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 T-NUMBER : 92431		BIDDER:			PAGE 18
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PACKAGE SIZE: 12 PER PK DURACELL PART #PC1300 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00022	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE D, ANSI/NEDA NO. 13A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 72 CASE DURACELL PART #PC1300 OR APPROVED EQUAL CASE QUANTITY: _____ SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	CASE	_____	_____
00023	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 2 PER PK DURACELL PART #MN1604B2 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00024	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY)	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 19
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	PACKAGE SIZE: 4 PER PK DURACELL PART #MN1604VR4 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00025	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 6 PER PK DURACELL PART #MN1604 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00026	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 8 PER PK DURACELL PART #MN1604 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00027	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 12 PER PK	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 20
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
	DURACELL PART #PC1604 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____				
00028	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 9 VOLT, ANSI/NEDA NO. 1604A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 18 PER PK DURACELL PART #PC1604 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00029	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 6 VOLT, LANTERN, ANSI/NEDA NO. 908A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 1 PER PK DURACELL PART #MN908 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00030	COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE 6 VOLT, LANTERN, ANSI/NEDA NO. 908A SHELF LIFE: 5 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 12 PER PK DURACELL PART #MN908 OR APPROVED EQUAL	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 TIME: 10:00 AM T-NUMBER : 92431		BIDDER:			PAGE 21
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00031	SPECIFY BRAND (& NUMBER IF APPLICABLE) _____ _____ COMMODITY CODE: 450-06-120167 BATTERY-ALKALINE - MANGANESE DIOXIDE SIZE N, ANSI/NEDA NO. 910A SHELF LIFE: 7 YEARS (80% OF RATED CAPACITY) PACKAGE SIZE: 1 PER PK DURACELL PART #PC9100 OR APPROVED EQUAL SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00032	COMMODITY CODE: 450-06-120167 BATTERY - LITHIUM SIZE: AA SHELF LIFE: 10 YEARS ENERGIZER E2-ENR-L91BP-2 OR APPROVED EQUAL 2 PER PACK SPECIFY BRAND (& NUMBER IF APPLICABLE) _____	1	PKG	_____	_____
00033	COMMODITY CODE: 450-06-120167 BATTERY - LITHIUM SIZE: AA SHELF LIFE 10 YEAR ENERGIZER E2-ENR-L91BP-4 OR APPROVED EQUAL 4 PER PACK SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG	_____	_____

PRICE SHEET		INVITATION TO BID			
NUMBER : 2206333 OPEN DATE : 04/27/06 T-NUMBER : 92431		BIDDER:			PAGE 22
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED TOTAL
00034	COMMODITY CODE: 450-06-120167 BATTERY - LITHIUM SIZE: AA SHELF LIFE: 10 YEARS ENERGIZER E2-ENR-L91BP-8 OR APPROVED EQUAL 8 PER PACK SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG		
00035	COMMODITY CODE: 450-06-120167 BATTERY - LITHIUM SIZE: AAA SHELF LIFE: 10 YEARS ENERGIZER E2-ENR-L92B-2 OR APPROVED EQUAL 2 PER PACK SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG		
00036	COMMODITY CODE: 450-06-120167 BATTERY - LITHIUM SIZE: AAA SHELF LIFE: 10 YEARS ENERGIZER E2-ENR-L92B-4 OR APPROVED EQUAL 4 PER PACK SPECIFY BRAND (& NUMBER IF APPLICABLE)	1	PKG		